

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#18
KW
11-23-98

In re application of:

Rothschild *et al.*

Appl. No. 08/595,323

Filed: February 1, 1996

For: **Server-Group Messaging System
for Interactive Applications**

Art Unit: 2315

Examiner: Maung, Z.

Atty. Docket: 1719.0050000

Box Issue Fee



**Revocation of Prior Power of Attorney and Appointment of New
Attorneys of Record**

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Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

The undersigned, having express authority to represent **Mpath Interactive, Inc.**, the assignee of the entire right, title, and interest in the above-captioned application, by assignment filed at the U.S. Patent and Trademark Office on **02/01/1996** and recorded at **reel 7861, frame 0413**, (copy enclosed), hereby revokes all powers of attorney heretofore given in the above-captioned application and appoints as his attorneys Robert Greene Sterne, Registration No. 28,912; Edward J. Kessler, Registration No. 25,688; Jorge A. Goldstein, Registration No. 29,021; Samuel L. Fox, Registration No. 30,353; David K.S. Cornwell, Registration No. 31,944; Robert W. Esmond, Registration No. 32,893; Tracy-Gene G. Durkin, Registration No. 32,831; Michele A. Cimbala, Registration No. 33,851; Michael B. Ray, Registration No. 33,997; Robert E. Sokohl, Registration No. 36,013; and Eric K. Steffe, Registration No. 36,688, with full power of substitution, association, and revocation, to prosecute said application and to transact all business in the United States Patent and Trademark Office connected therewith.

The undersigned hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send all correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Suite 600
Washington, D.C. 20005-3934.

Direct telephone calls to (202) 371-2600.

FOR: Mpath Interactive, Inc.

SIGNATURE: Brian A. Apgar

BY: Brian Apgar

TITLE: Executive Vice President of Development

DATE: 7/29/98



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

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JUNE 17, 1996

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H. C. CHAN
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PALO ALTO, CA 94304-1050



100164640A

**UNITED STATES PATENT AND TRADEMARK OFFICE
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/01/1996

REEL/FRAME: 7861/0413
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
SAMUEL, DANIEL JOSEPH

DOC DATE: 01/30/1996

ASSIGNOR:
KWIATKOWSKI, MARC PETER

DOC DATE: 01/30/1996

ASSIGNOR:
ROTHSCHILD, JEFFREY JACKIEL

DOC DATE: 01/30/1996

ASSIGNEE:
MPATH INTERACTIVE, INC.
10455-A BANDLEY DRIVE
CUPERTINO, CALIFORNIA 95014

SERIAL NUMBER: 08595323
PATENT NUMBER:

FILING DATE: 02/01/1996
ISSUE DATE:

7861/0413 PAGE 2

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



UNITED STATES DEPARTMENT OF COMMERCE

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JUNE 17, 1996

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CHARGE THE DEPOSIT ACCOUNT LISTED BELOW ADDITIONAL FEE(S) AS INDICATED BELOW. AUTHORIZATION TO CHARGE ADDITIONAL FEES HAS BEEN PROVIDED PER THE ATTACHED COVER SHEET, OR BY DIRECT CONTACT WITH THE CUSTOMER.

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TRADEMARK SERVICE FEES:	FEE CODE:
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UNSPECIFIED OTHER SERVICES	485

PATENT SERVICE FEES:

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AGREEMENT, OTHER PAPER, PER PROPERTY	
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Mrd 2-1-96

08/595323



04-03-1996

RE



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EET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Daniel Joseph Samuel,
Marc Peter Kwiatkowski and Jeffrey Jackiel Rothschild

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 30, 1996

2. Name and address of receiving party(ies):

Name: Mpath Interactive, Inc.
Internal Address:

Street Address: 10455-A Bandley Drive

City: Cupertino State: CA Zip: 95014

Additional name(s) & address(es) attached? ☐ Yes ☒ No

66201 U.S. PTO

040296



03/05/96

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: February 1, 1996

A. Patent Application No.(s):

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: H. C. Chan
Internal Address: FH 1-2
Wilson, Sonsini, Goodrich & Rosati
Street Address:
650 Page Mill Road
City: Palo Alto State: CA Zip: 94304-1050

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-2415
 (Our Attorney Docket No. 16326.701)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

H. C. Chan

Signature

Date

Total number of pages comprising cover sheet: [1]

ASSIGNMENT

WHEREAS, the undersigned,

Daniel Joseph Samuel
1248 Van Dyck Drive
Sunnyvale, CA 94087

Marc Peter Kwiatkowski
347 Massol Avenue, #108
Los Gatos, CA 95030-7234

and

Jeffrey Jackiel Rothschild
15560 Old Ranch Road
Los Gatos, CA 95030

hereinafter termed "Inventors", have invented certain new and useful improvements in

SERVER-GROUP MESSAGING SYSTEM FOR INTERACTIVE APPLICATIONS

as filed herewith; and

WHEREAS, Mpath Interactive Inc., a corporation of the State of California, having a place of business at 10455-A Bandley Drive, Cupertino, California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California)

County of Santa Clara

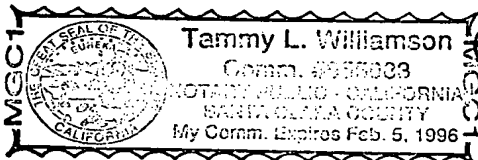
On 1-30, 1996, before me, Tammy L. Williamson,
personally appeared Daniel Joseph Samuel,

☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Daniel Joseph Samuel
Daniel Joseph Samuel

1/30/96
Date

WITNESS my hand and official seal.



Tammy L. Williamson
(Notary Public)

State of California

County of

Santa Clara

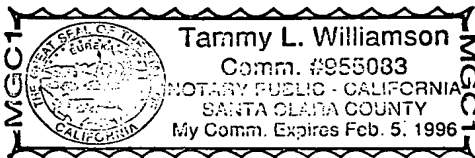
On 1-30, 1996, before me, Tammy L. Williamson
personally appeared Marc Peter Kwiatkowski,

☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Marc Peter Kwiatkowski

Date

1/30/96



WITNESS my hand and official seal.

Tammy L. Williamson
(Notary Public)

State of California

County of

Santa Clara

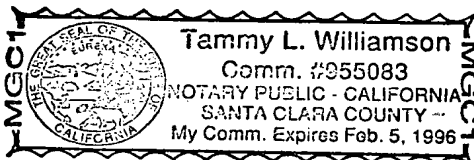
On 1-30, 1996, before me, Tammy L. Williamson
personally appeared Jeffrey Jackiel Rothschild,

☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Jeffrey Jackiel Rothschild

Date

1/30/96



WITNESS my hand and official seal.

Tammy L. Williamson
(Notary Public)

Certificate Under 37 C.F.R. § 3.73(b)

Applicant(s): Rothschild et al.

Application No: 08/595,323 Filed: February 1, 1996

For: Server-Group Messaging System for Interactive Applications

Mpath Interactive, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

certifies that it is an assignee of the patent application identified above by virtue of either:

A. ☒ An Assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel 7861, Frame 0413, or for which a copy thereof is attached.

[or]

B. ☐ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
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☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 7/24/98

Name: Brian Apgar

Title: Executive Vice President of Development

Signature: Brian A. Apgar